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Facsimile: (770) 232-9208
Email: lsteinhart@telecomcounsel.com

February 20, 2009

VIA OVERNIGHT DELIVERY

Honorable Jones, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

filed electronically in docket office on 02/20/09

Re: Long Distance Consolidated Billing Co. Docket No. 09-00028

Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of Long Distance Consolidated Billing Co.'s Application for a Certificate to Provide and/or Resell Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$50.00 payable to the "Tennessee Regulatory Authority" for the filing fee. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on February 20, 2009.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Long Distance Consolidated Billing Co.

Enclosures
cc: Jan Lowe



20 W. Washington St., Suite 6A 12/97
Clarkston, MI 48346
(248) 625-3245

NATIONAL CITY BANK OF THE MIDWEST
National City Bank of Michigan
/Illinois Kalamazoo, MI 9-91/720
9-91/720

9463

11/17/2008

PAY TO THE ORDER OF Tennessee Regulatory Authority

\$ **50.00

Fifty and 00/100*****

DOLLARS

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

John M. Lowe

MEMO

⑈009463⑈ ⑆072000915⑆ 8130414215⑈

Long Distance Consolidated Billing Co.

Tennessee Regulatory Authority

11/17/2008

9463

50.00

National City

50.00

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address: None
-
-

- C. Provide the name, business and home address of and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE No.

HOME ADDRESS

PHONE No.

EMPLOYMENT HISTORY

Provide the above requested information on separate attachments.

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?
_____ Yes X No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?
_____ Yes X No If yes, please explain fully.

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business? _____ Yes X No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state, describe the circumstances. **(Use additional pages if necessary)**

No

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

YES **X** NO If yes, please explain fully.

H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Jan M. Lowe

Name (248) 625 - 3245 (248) 625 - 4337

Phone No. Fax No.

(888) 229-3900 e-mail Address jlowe@ldcb.com

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Lance J.M. Steinhart (770) 232-9200 (770) 232-9208
Name Phone No. Fax No.
(800) e-mail Address lsteinhart@telecomcounsel.com

1. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

(888) 229-3900	(248) 625 3245
PHONE NUMBER	ALTERNATE PHONE NUMBER

20 W. Washington Street,	Ste. 6A	Clarkston	MI	48346
ADDRESS	CITY	ST	ZIPCODE	

(J) Provide the name and address of the registered agent for service of process:

TCS Corporate Services, Inc.
1900 Church Street, Suite 400, Nashville, TN 37203

(K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

None

Part II:

A. Check the type of telecommunication services you plan to provide in Tennessee.

☒ Resell Interexchange long distance services
☐ Operator Services
☐ Resell local services
☐ Other (describe) _____

B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

- Applicant is authorized and providing long distance service in:

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary. **None**

None

- K Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? **No**

4

L Whose facility-based network(s) will the applicant be reselling? _____

AT&T and Sprint

M Will the applicant be utilizing the local telephone company's billing system or billing customers directly²? Direct Billing

N Describe briefly how the applicant plans to market their services in Tennessee?

Through web and direct sales.

O If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
--------------	---------	---------	------	----	-----	-------

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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P Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Applicant will attempt to get a written letter of agency.
If not, all orders will be third party verified in
accordance with applicable state and federal regulation.

Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes X No _____

R Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes X No _____

²A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

X Corporation

_____ Publicly Traded Corporation

_____ Subsidiary of a Publicly Traded Corporation

_____ Limited Liability Corporation Attach a copy of the articles of organization and operating agreement along with amendments.

_____ Other Form of Corporation

_____ C Corporation
List type _____ (Example S Corporation)
Attach a copy of the charter, bylaws and/or certificate of incorporation.

_____ Association Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State

_____ Joint Stock Association Attach a copy of the charter, bylaws and/or certificate of incorporation, and Letter of Authorization from Tennessee Secretary of State.

_____ Trust Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

_____ Individual Attach a copy of the Letter of Authorization from Tennessee Secretary of State

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: 12/1/95 MI

(1) Parent Company, if applicable None

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

Applicant is a stand-alone privately-held company.

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

None

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

B. _____ Proprietorship

_____ Partnership

- _____ General Attach a copy of the partnership agreement along with any amendments.
- _____ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- _____ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:
ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: ⁴_____.

Employer Identification Number (E.I.N.) 38-3276108

Part IV: Financial Information

A. Address where business records are kept: _____

20 W. Washington Street,	Ste. 6A	Clarkston MI	street 48346	(248) 625 3245
CITY	STATE	ZIP CODE	PHONE NUMBER	

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

(1) Fiscal year end: Month December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:
None

(3) If applicable, name and address of independent certified public accountant:
Not Applicable

(4) Period covered by financial statement attached: _____

C. Does the applicant currently have an internal auditor and/or internal audit program? No

If so, Name of internal auditor _____

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?
☒ Yes ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? ☒ Yes ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489, ext. 163.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME
_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

Long Distance Consolidated Billing Co.

(NAME OF CORPORATION)

X BY:

SIGNATURE

Jan M. Lowe

PRINTED NAME

President

X ATTEST:

X

Title
Jan M. Lowe

Secretary

Title

X On this the 17th day of Nov., 2008 before me, a Notary Public
Jan M. Lowe

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

APRIL L. COPEMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 03, 2013
Acting in the County of

Notary Public

seal

LIST OF ATTACHMENTS

Resumes

Tariff

Articles of Incorporation

Bylaws

Certificate of Authority from Secretary of State

Current Financial Statement

Sample Invoice

Bond

Small & Minority Owned Telecommunications Business Participation Plan

IntraLATA Toll Dialing Parity Plan

County Wide Calling Compliance

Resumes

Jan M. Lowe
President
Long Distance Consolidated Billing Company
145 S. Livernois, Ste. 199
Rochester, MI 48307

December 1995 - Present	Established Long Distance Consolidated Billing (LDCB) in December 1995. The company has experienced sustained growth from 1995 to the present.
December 1994 - December 1995	Developed business plan to form a long distance reseller company.
October 1990 – December 1994	Established Premier Marketing Corporation with two partners. As Vice President of Support Operations, I was responsible for managing sales support equipment, logistics, sales reporting and payroll.
November 1983 – October 1990	<p>Manager of Telemarketing Support for U.S. Sprint. Managed 24/7 support function for both inbound and outbound national telemarketing traffic.</p> <p>In 1988, the Telemarketing Center was relocated to Kansas City and my position was restructured to report directly to the Vice President of Telemarketing. My responsibilities also changed to include, establishing call centers in various markets within the U.S., developing sales person recognition events from initial idea through logistics and execution, and special projects for the Vice President of Telemarketing.</p> <p>In this position, I also led a task force responsible for restructuring employee compensation within the Telemarketing function.</p>
April 1983 – November 1983	Supervisor in Telemarketing Support for U.S. Sprint. Responsible for Customer Service, Order Entry and Administration.
April 1981 – April 1983	Worked for U.S. Sprint as administrative assistant in Telemarketing Support.

Tariff

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

INTRASTATE INTEREXCHANGE SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Long Distance Consolidated Billing Co. ("LDCB"), with principal offices at 20 W. Washington Street, Suite 6A, Clarkston, Michigan 48346. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: February 23, 2009

By:

**Jan Lowe, President
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346**

Effective:

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued: February 23, 2009

By:

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20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

Effective:

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original	32	Original
14	Original	33	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* New or Revised Sheet

Issued: February 23, 2009

By:

Jan Lowe, President
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

Effective:

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Issued: February 23, 2009

By:

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Effective:

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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Clarkston, Michigan 48346

Effective:

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the call so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or LDCB - Used throughout this tariff to mean Long Distance Consolidated Billing Co., a Michigan Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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Clarkston, Michigan 48346

Effective:

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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Clarkston, Michigan 48346

Effective:

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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Effective:

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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Effective:

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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Effective:

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Effective:

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

Issued: February 23, 2009

By:

**Jan Lowe, President
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346**

Effective:

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission (FCC) or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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Clarkston, Michigan 48346**

Effective:

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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By:

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Effective:

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

Issued: February 23, 2009

By:

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Effective:

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

Issued: February 23, 2009

By:

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Effective:

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

Issued: February 23, 2009

By:

**Jan Lowe, President
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Clarkston, Michigan 48346**

Effective:

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

Issued: February 23, 2009

By:

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Clarkston, Michigan 48346**

Effective:

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. See Section 4.5.

2.15 Reconnection Charge

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

Issued: February 23, 2009**By:**

Jan Lowe, President
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

Effective:

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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Jan Lowe, President
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Clarkston, Michigan 48346

Effective:

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346
(888) 229-3900

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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By:

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Effective:

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charges conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

Issued: February 23, 2009
By:

Jan Lowe, President
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Clarkston, Michigan 48346

Effective:

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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By:

Jan Lowe, President
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Effective:

3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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Effective:

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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By:

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Effective:

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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Effective:

3.5.9 Operator Verification/Interruption Service

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "O" operator.

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By:

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Effective:

SECTION 4 - RATES**4.1 1+ Dialing**

Mileage	DAY		EVENING		NIGHT/ WEEKEND	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
10	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
16	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
22	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
30	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
40	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
55	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
70 +	0.2100	0.2100	0.1470	0.1470	0.0987	0.0987

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.25 per minute

A \$0.80 per call service charge applies.
Billed in one minute increments

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By:

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Clarkston, Michigan 48346

Effective:

4.3 Toll Free

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards**Program**

A	\$.015 Per Telecom Unit
B	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
H	\$.049 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.059 Per Telecom Unit
K	\$.06 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit
Y	\$.33 Per Telecom Unit

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Z	\$.35 Per Telecom Unit
AA	\$.39 Per Telecom Unit
BB	\$.40 Per Telecom Unit
CC	\$.50 Per Telecom Unit
DD	\$.005 Per Telecom Unit
EE	\$.01 Per Telecom Unit
FF	\$.07 Per Telecom Unit

A \$0.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

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By:

**Jan Lowe, President
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Clarkston, Michigan 48346**

Effective:

4.5 Returned Check Charge

\$20.00

4.6 Directory Assistance

\$0.59

4.7 Station Charges

The following charges are in addition to the MTS rates in Section 4.1, preceding.

	Charge per Call
Calling Card	0.80
Operator Assisted Station-to-Station	2.25
Person-to-Person	4.90
Operator Verification ¹	1.50
Interrupt Service ²	3.00

¹ A charge applies each time the operator verifies a called line and hears voice communication.

² A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

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Clarkston, Michigan 48346

Effective:

4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

- * To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$0.90 per call will be added to any completed intrastate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.10 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

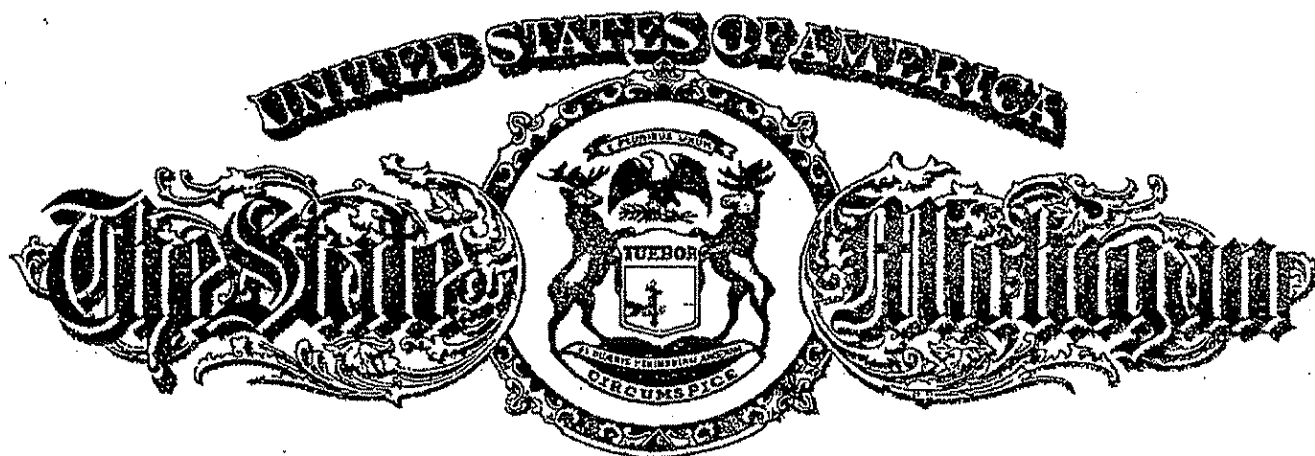
Issued: February 23, 2009

By:

Jan Lowe, President
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

Effective:

Articles of Incorporation



Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 7th day of March, 2001

Andrew S. Mettall, Director

Bureau of Commercial Services

CAS 500 (Rev. 8/83)

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU (FOR BUREAU USE ONLY)

Date Received

DEC 01 1995

FILED

DEC 01 1995

 ADMINISTRATOR
 MICHIGAN DEPARTMENT OF COMMERCE
 CORPORATION & SECURITIES BUREAU

Name

Richard J. Card

Address

999 Haynes Ste. 205

City

State

Zip Code

Birmingham

MI

48009

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

350-977

ARTICLES OF INCORPORATION For use by Domestic Profit Corporations (Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Long Distance Consolidated Billing Co. ✓

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 60,000

Preferred Shares

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:

19785 W. Twelve Mile Rd. Suite 632 Southfield, , Michigan 48076
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

19785 W. 12 Mile Rd. Suite 632 Southfield, , Michigan 48076
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: Jan M. Lowe

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>Jan M. Lowe</u>	<u>19785 W. Twelve Mile Rd. Suite 632 Southfield, MI 48076</u>

ARTICLE VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 30th day of November, 1995

John M. Lowe

0617 5066 1163-4

096EH9619 0520 P-MAR \$15.00

COMPLETE BOTH SIDES

MICHIGAN ANNUAL REPORT
DOMESTIC PROFIT CORPORATIONS

096EH9619 0520 DRG&FI \$5.00

IDENTIFICATION NUMBER

35077

1996

FOR BUREAU USE ONLY

REQUIRED BY SECTION 911, PUBLIC ACTS OF 1972. FAILURE TO FILE THIS REPORT MAY RESULT IN THE AUTOMATIC DISSOLUTION OF THE CORPORATION.

This Report must be filed on or before May 15, 1996

If the Resident Agent, Registered Office, or the mailing address of the Registered Office has changed, enter the corrections below and add \$5.00 to the \$15.00 filing fee. Make remittance payable to the State of Michigan.

1. Corporate Name

LONG DISTANCE CONSOLIDATED BILLING CO.
10725 W. TWELVE MILE RD. STE. 632
SOUTHFIELD MI 48076
30800 Telegraph Rd, Ste. 1751
Bingham Farms, MI 48025

1a. Mailing address of registered office if different than 1

2. Resident Agent

JAN M. LOWE

2a. Resident Agent if different than 2

3. Registered Office Address in Michigan - NO., STREET, CITY, ZIP

10725 W. Twelve Mile Rd. Ste. 632
Southfield MI 48076
30800 Telegraph Rd
Bingham Farms, MI 48025

3a. Address of registered office if different than 3 - NO., STREET, CITY, ZIP

30800 Telegraph Rd. Ste. 1751
Bingham Farms, MI 48025

The corporation states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were authorized by resolution duly adopted by its board of directors.

FOR BUREAU USE ONLY

FILED BY DEPARTMENT JUN 6 '96

4. Federal Employer Number

38-3276108

5. Term of Existence (if not perpetual)

6. Act under which incorporated

284-1972

7. Incorporation Date

12/01/1995

8. State the nature and type of business in which the corporation is engaged:

TELEPHONE (LONG-DISTANCE) SERVICE

9. Total Authorized Shares

60,000

10. Corporate Officers and Directors (name, street address, city, state, zip code)

President

JAN LOWE, 2707 WAREING, LAKE ORION, MI 48360

Vice President

Secretary

Treasurer

Director

Director

Director

REPORT MUST BE SIGNED IN INK. If the Mailing Address of the Registered Office, Resident Agent, or Registered Office is changed, this report must be SIGNED IN INK by the President, Vice-President, Chairperson, Vice-Chairperson, Secretary, or Assistant Secretary of the corporation. Except, if only the registered office is changed, this report may be signed by the Resident Agent. I certify that for a Professional Service Corporation, the corporation meets the requirements of Act 192, PA of 1962, as amended.

Signature of Authorized Officer or Agent

Title

President

MAY 15 1996

Date

5/8/96

Preparer's Name

Daytime Telephone Number

IDENTIFICATION NUMBER

350977

11. The following is a statement of the assets and liabilities, within and outside Michigan, as shown by the books of the corporation on December 31, 1995 or (enter the closing date of the latest corporate fiscal year prior to May 15, 1996). The balance sheet of a Michigan corporation must be the same as furnished to shareholders.

ASSETS	TOTAL	WITHIN MICHIGAN	OUTSIDE MICHIGAN	LIABILITIES AND EQUITY	
Cash				Notes and Accounts Payable, Trade	
Notes and Accounts Receivable	1000 ⁰⁰	1000 ⁰⁰		Notes and Accounts Payable, Other	
Inventories				Accrued Expenses	
Prepaid Expenses				Long Term Indebtedness	
Non-current Notes and Accounts Receivable					
Land				Reserves and Contingent Liabilities	
Depreciable Assets				Deferred Income Tax	
Machinery and Equipment					
Furniture and Fixtures				Stockholders Equity	
Buildings				Common Stock	1000 ⁰⁰
Other				Preferred Stock	
Less Depreciation				Additional Paid-In Capital	
Net Depreciable Assets				Retained Earnings (deficit)	
Investments				Other	
Investments in Subsidiaries				Total Stockholders Equity	
Other Investments					
Other Assets				TOTAL LIABILITIES & EQUITY	1000 ⁰⁰
TOTAL ASSETS	1000 ⁰⁰	1000 ⁰⁰			

12. Principal business office, and if different, principal place of business in Michigan:

"SAME"

12a. Name of parent corporation:

NONE

12b. List all subsidiary corporations:

NONE

This report will be open to reasonable public inspection pursuant to Section 915, Act 284 of 1972, as amended.

RETURN TO:

THE OFFICE IS LOCATED AT:

MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
P.O. BOX 30057
LANSING, MI 48909

6546 MERCANTILE WAY
LANSING, MI 48910
(517) 334-6300



3509771807

MICHIGAN ANNUAL REPORT
DOMESTIC PROFIT CORPORATION

89A#7707 0320 F-MAR \$15.00

1997

IDENTIFICATION
NUMBER - 350977

This Report must be filed on or before May 15

FOR BUREAU USE ONLY

☐ If there are no changes from your previous filing, check this box and skip to item 6.

FILING FEE: \$15.00

If there are changes from your previous filing, you must complete items 1 through item 6.

1. Corporate Name

LONG DISTANCE CONSOLIDATED BILLING CO
145 S. LIVERNOIS
SUITE 199
ROCHESTER, MI 48307

1a. Mailing address of registered office if different than 1

2. Resident Agent

JAN M LOWE

2a. Resident Agent if different than 2

3. Registered Office Address in Michigan - NO., STREET, CITY, ZIP
30800 TELEGRAPH RD.
SUITE 1751
SOUTHFIELD, MI 480763a. Address of registered office if different than 3 - NO., STREET, CITY, ZIP
145 S. LIVERNOIS SUITE 199
ROCHESTER
MI 48307

The corporation states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were authorized by resolution duly adopted by its board of directors.

FILED BY DEPARTMENT JUL 30 1998

4. Describe the general nature and kind of business in which the corporation is engaged:

TELEPHONE BILLING SERVICE

If space is insufficient, you may include additional pages. PLEASE DO NOT STAPLE ADDITIONAL PAGES TO THIS REPORT.

5. NAME BUSINESS OR RESIDENCE ADDRESS

President JAN LOWE
145 S. LIVERNOIS STE 199 ROCHESTER, MI 48307

If different than President Vice President

Secretary

Treasurer

If different than Officers Director

Director

Director

JUL 02 1998

SIGNATURE: The report must be signed in ink by an authorized officer or agent of the corporation.

Note: If items 1a, 2a or 3a are completed, the report must be signed by the President, Vice-President, Chairperson, Vice-Chairperson, Secretary or Assistant Secretary of the corporation. However, if only the registered office address is changed, the resident agent may sign the report.

6. Signature *Jan M. Lowe*Title *President*Date *7/1/98*

Required by Section 911, Act 284, Public Acts of 1972, as amended. Failure to file this report may result in the dissolution/revocation of the corporation.

THE OFFICE IS LOCATED AT:
6546 MERCANTILE WAY
LANSING MI 48910
TELEPHONE (517) 394-6300Enclose \$15.00 payable to the State of Michigan and return to:
MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
P.O. BOX 30057
LANSING MI 48909-7557

C2B-2500 (Rev. 11/95)

DNA Systems, Inc. Forms Software

Licensed To: KAPLAN, KATZMAN & AARON P.C., C.P.A. ZIP 48304

GOLD SEAL APPEARS ONLY ON ORIGINAL

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Telecom Compliance Services, Inc.		(FOR BUREAU USE ONLY) FILED MAY 19 2000 Administrator CORP. SECURITIES & LAND DEV. BUREAU EFFECTIVE DATE:
Address 6455 East Johns Crossing Suite 285		
City	State Zip Code	
Duluth	GA 30097	

Trans Info 1 3082706-1
Chk# 1156
EX Amt \$5.00
350977

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

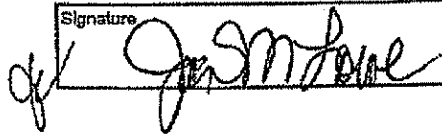
CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
For use by Domestic and Foreign Corporations and Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:	<u>Long Distance Consolidated Billing Co.</u>
2. The identification number assigned by the Bureau is:	<u>350977</u>
3. a. The name of the resident agent on file with the Bureau is:	<u>Jan M. Lowe</u>
b. The location of the registered office on file with the Bureau is:	
	<u>145 S. Livernois, Suite 199</u> <u>Rochester</u> , Michigan <u>48307</u>
	(Street Address) (City) (ZIP Code)
c. The mailing address of the above registered office on file with the Bureau is:	
	<u>145 S. Livernois, Suite 199</u> <u>Rochester</u> , Michigan <u>48307</u>
	(Street Address or P.O. Box) (City) (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is:	<u>TCS Corporate Services, Inc.</u>
b. The address of the registered office is:	
	<u>3036 W. 12 Mile Road, Suite 100</u> <u>Berkley</u> , Michigan <u>48072</u>
	(Street Address) (City) (ZIP Code)
c. The mailing address of the registered office IF DIFFERENT THAN 4B is:	
	<u>3036 W. 12 Mile Road, Suite 100</u> <u>Berkley</u> , Michigan <u>48072</u>
	(Street Address or P.O. Box) (City) (ZIP Code)
5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.	
6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.	

Signature 	Type or Print Name and Title Jan M. Lowe, President/Secretary/Treasurer	Date Signed <u>5/9/00</u>
--	---	------------------------------

Bylaws

Certificate of Authority from Secretary of State

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 12/16/08
REQUEST NUMBER: 6409-2471
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/15/08 1026
EFFECTIVE DATE/TIME: 12/15/08 1026
CONTROL NUMBER: 0592222

TO:
CHARLOTTE LACEY, LEG AL ASSISTANT
1720 WINDWARD -
CONCOURSE, SUITE 115
ALPHARETTA, GA 30005

RE:
LONG DISTANCE CONSOLIDATED BILLING CO.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 12/16/08

FROM:
LDCB
20 W. WASHINGTON ST.
SUITE 6A
CLARKSTON, MI 48346-0000

RECEIVED: FEES \$600.00 \$0.00
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00004504759
ACCOUNT NUMBER: 00615510



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Current Financial Statement

7:09 PM
01/22/09
Cash Basis

Long Distance Consolidated Billing
Balance Sheet
As of June 30, 2008

	Jun 30, 08
ASSETS	
Current Assets	
Checking/Savings	
1020 - National City	29,678.82
1030 - Money Market - National City	626,117.34
Total Checking/Savings	655,796.16
Total Current Assets	655,796.16
Fixed Assets	
1521 - Computer equipment	
1527 - Accumulated depreciation	-18,571.40
1521 - Computer equipment - Other	18,571.40
Total 1521 - Computer equipment	0.00
1522 - Office equipment	
1525 - Accumulated depreciation-office	-51,706.12
1522 - Office equipment - Other	51,808.08
Total 1522 - Office equipment	101.96
1523 - Leasehold Improvement	
1528 - Accumulated depre-LI	-12,557.41
1523 - Leasehold Improvement - Other	111,944.91
Total 1523 - Leasehold Improvement	99,387.50
Total Fixed Assets	99,489.46
Other Assets	
1600 - Security deposit	1,000.00
Total Other Assets	1,000.00
TOTAL ASSETS	756,285.62
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2050 - Accrued pension	200,000.00
Total Other Current Liabilities	200,000.00
Total Current Liabilities	200,000.00
Total Liabilities	200,000.00
Equity	
3001 - Shareholder distributions	-435,115.67
3002 - Capital stock	1,000.00
3003 - Retained earnings	-9,140.97
3004 - AAA	627,132.80
Net Income	372,409.46
Total Equity	556,285.62
TOTAL LIABILITIES & EQUITY	756,285.62

7:09 PM
01/22/09
Cash Basis

Long Distance Consolidated Billing
Profit & Loss
January through June 2008

	Jan - Jun 08
Ordinary Income/Expense	
Income	
4001 · Refund	-3.48
4070 · Services	1,371,423.55
Total Income	1,371,420.07
Cost of Goods Sold	
5000 · Network charges	300,482.39
Total COGS	300,482.39
Gross Profit	1,070,937.68
Expense	
5060 · Charity	391.34
5070 · Marketing services	115,998.01
5090 · Leads	13,305.63
5100 · Outside services	293,837.11
5120 · Payroll taxes	11,276.51
5180 · Regulatory	77,242.69
5200 · Seminar and conferences	150.00
5220 · Single business tax	-8,700.00
5300 · Wage-officer	75,010.00
5320 · Wage-other	64,326.26
6120 · Bank service charges	657.25
6150 · Depreciation expense	1,499.70
6180 · Insurance	
6190 · Disability Insurance	0.00
6420 · Work Comp	1,583.00
6180 · Insurance - Other	1,000.00
Total 6180 · Insurance	2,583.00
6240 · Miscellaneous	1,294.89
6250 · Postage and delivery	967.78
6270 · Professional fees	
6280 · Legal Fees	25,884.81
6295 · Accounting	7,715.00
Total 6270 · Professional fees	33,599.81
6290 · Rent	5,794.00
6340 · Telephone	3,588.35
6350 · Travel and entertainment	
6360 · Entertainment	365.35
6370 · Meals	436.02
6380 · Travel	2,800.85
6350 · Travel and entertainment - Other	830.76
Total 6350 · Travel and entertainment	4,432.98
6390 · Utilities	
6400 · Gas and Electric	337.33
6390 · Utilities - Other	63.22
Total 6390 · Utilities	400.55
6550 · Office supplies	1,743.21
6560 · Payroll expenses	977.20
6680 · Recruiting	1,160.00
6690 · Staff Lunch	1,098.51
6820 · Taxes	
6850 · Property	403.10
6860 · State	3,329.00
6820 · Taxes - Other	0.00
Total 6820 · Taxes	3,732.10
Total Expense	706,366.88
Net Ordinary Income	364,570.80

7:09 PM
01/22/09
Cash Basis

Long Distance Consolidated Billing
Profit & Loss
January through June 2008

	Jan - Jun 08
Other Income/Expense	
Other Income	
7010 - Interest income	7,838.66
Total Other Income	7,838.66
Net Other Income	7,838.66
Net Income	372,409.46

Sample Invoice

LONG DISTANCE CONSOLIDATED BILLING CO.

ACCOUNT NUMBER: P0000
INVOICE DATE: 00/00/00

LONG DISTANCE CONSOLIDATED BILLING CO.

20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

FOR BILLING INQUIRES: 1-XXX-XXX-XXXX
FOR SERVICE INQUIRES: 1-XXX-XXX-XXXX

John E. Doe
1 Drive
Anytown, NY 12345

PAST DUE CHARGES		\$0.00
CURRENT CHARGES		
DOMESTIC		\$0.00
INTERNATIONAL		\$0.00
FEDERAL TAX		\$0.00
STATE TAX		\$0.00
LOCAL/OTHER CHARGES		\$0.00
TOTAL CURRENT CHARGES		\$0.00
TOTAL AMOUNT DUE BY 00/00/00		\$0.00

IMPORTANT: Please detach and return this portion with your payment

ACCOUNT	INVOICE DATE	CURRENT CHARGES	TOTAL AMOUNT DUE	AMOUNT ENCLOSED
(000) 000-0000	00/00/00	\$0.00	\$0.00	

John E. Doe
1 Drive
Anytown, NY 12345

PLEASE MAKE CHECKS PAYABLE TO:

Long Distance Consolidated Billing Co.
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346

A one-time late fee of 1.5% will be charged on any monthly invoice due for more than 30 days.

LONG DISTANCE CONSOLIDATED BILLING CO.

ACCOUNT NUMBER:

P0000

INVOICE DATE:

00/00/00

ORIGINATING NUMBER: (000) 000-0000

[illegible]

Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 35BSBRG4409

WHEREAS, LONG DISTANCE CONSOLIDATED BILLING CO INC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Hartford Fire Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 25th day of November, 2008 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

SURETY

LONG DISTANCE CONSOLIDATED BILLING CO INC
Name of Company authorized by the TRA

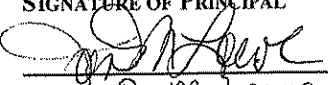
Hartford Fire Insurance Company
Name of Surety


Company ID # as assigned by TRA

One Hartford Plaza, Hartford, CT 06155
Address of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT


Name: Jon M. Lowe
Title: President


Name: Suana Brauer-Klein
Title: Attorene-in-Fact

Address of Surety Agent:

26877 NORTHWESTERN SUITE 400
SOUTHFIELD, MI 48034

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ Michigan
 COUNTY OF Oakland

Before me, a Notary Public of the State and County aforesaid, personally appeared Jan M. Lowe
 with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
 bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 29 day of December, 2008.

My Commission Expires:

November 3, 2013

April L. Copeman
 Notary Public

APRIL L. COPEMAN
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires Nov. 03, 2013
 Acting in the County of _____

ACKNOWLEDGMENT OF SURETY

STATE OF MICHIGAN
 COUNTY OF OAKLAND

Before me, a Notary Public of the State and County aforesaid, personally appeared SUANA BRAUER-KLEIN
 with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
 foregoing bond on behalf of _____, the within named Surety, a corporation licensed to do business in the
 State of MICHIGAN and duly authorized by the MICH Commissioner of Insurance to engage in the surety business in this state
 and that he as such an individual being authorized to do so,
 executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 23 day of DECEMBER 2008.

My Commission Expires:

10-4, 2010

Theresa J. House
 Notary Public

THERESA J. HOUSE
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF WAYNE
 MY COMMISSION EXPIRES Oct 4, 2010
 ACTING IN COUNTY OF OAKLAND

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
 sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
 Authority, State of Tennessee, this _____ day of _____, 20____.

Name: _____

Title: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 35 351668

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

KENNETH M. KOROTKIN, GLENN H. WARSH, SUANA BRAUER-KLEIN, CAROL MCELROY,
JACQUELINE A. SEFFERMAN OF SOUTHFIELD, MICHIGAN

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 15, 2008
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Small & Minority Owned Telecommunications Business Participation Plan

LONG DISTANCE CONSOLIDATED BILLING CO.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Long Distance Consolidated Billing Co. ("LDCB") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to resell intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. LDCB is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry.

LDCB will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, LDCB will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to LDCB of such opportunities. LDCB's representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors.

Moreover, LDCB will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51 %) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

LDCB's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting LDCB's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Jan Lowe, President
Long Distance Consolidated Billing Co.
20 W. Washington Street, Suite 6A
Clarkston, Michigan 48346
Telephone: (248) 625-3246
Facsimile: (248) 625-4337

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.

- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperates in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within CLECI and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

LDCB will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, LDCB will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

LDCB will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, LDCB will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Long Distance Consolidated Billing Co.

By:



Jan Lowe
President

Dated:

1/17/08

IntraLATA Presubscription Implementation Plan

LONG DISTANCE CONSOLIDATED BILLING CO. (LDCB)
IntraLATA Presubscription Implementation Plan

I. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. LDCB proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. LDCB proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that LDCB proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

LDCB will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

LDCB employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. LDCB will implement a PIC change charge waiver period of 90 days.

New Customers

Customers who contact LDCB requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including LDCB, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within LDCB's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within LDCB's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Parity, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. LDCB anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

IV. Carrier Notification

Current interexchange carriers will be notified of LDCB's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of LDCB's implementation date. LDCB needs notification in advance to include the carrier on the list of participating carriers in each LDCB exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying LDCB.

LDCB will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

LDCB will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. LDCB plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. LDCB will comply with all rules of the FCC and the TRA.

V. Non-Discriminatory Access

LDCB will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

VI. Slamming Policy

Verification of orders

LDCB will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) LDCB has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) LDCB has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, LDCB will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.
- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and LDCB.

(7) A postpaid postcard which the customer can use to deny, cancel or confirm a service order.

(8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, LDCB cannot submit the customer's order.

(9) The name, address and telephone number of a contact point for consumer complaints.

(b) The documentation of the order shall be retained by LDCB, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.

(c) Customer initiated orders. LDCB when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by LDCB for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, LDCB will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

County Wide Calling Compliance

The Applicant is familiar with the county-wide calling requirements pursuant to T.C.A. Section 65-21-114, and has procedures in place that will allow compliance.